The fact of the agency or the nature and extent of the authority cannot be established by the agent's own declarations. *Whiting v. Lake*, 91 Pa. 349; nor by his correspondence. *Hill v. Helton*, 80 Ala. 528; and this rule is just as inflexible in not allowing it proved by his affidavit, *Bowen v. Powell*, 1 Lans. 1. This is far from saying that an agent is an incompetent witness to prove the fact of the agency or authority. Where parol evidence, as to the existence of the agency or extent of the authority, is admissible at all, the agent is as competent a witness as any other person to testify under oath to facts within his knowledge touching the agency, *Rice v. Gore*, 22 Pick. 158; *Indianapolis Chair Mfg. Co. v. Swift*, 132 Ind. 197. Even the old rule of evidence, which excluded the testimony of a party in interest, made an exception in favor of the evidence of an agent produced to prove the fact of the agency, 1 *Greenleaf Evid.* 416; *Thayer v. Meeker*, 86 Ill. 470. And this applies equally when a husband is the agent of his wife or a wife of her husband, *Roberts v. N. W. Nat. Ins. Co*, 90 Wis. 210. But if the authority be conferred in writing, parol evidence of any kind is generally inadmissible. *Neal v. Patten*, 40 Ga. 363; unless it be where the question of authority is only incidentally involved, *Columbia Bridge Co. v. Geisse*, 38 N. J. Law 39.

RAILROADS—REGULATIONS—STOPPING FAST MAIL—INTERSTATE COMMERCE RAILROAD COMMISSIONERS v. ATLANTIC LINE RY. CO., 54 S. E. 224 (S. C.).—Where accommodations furnished citizens of the state by an interstate railroad are inadequate, *held*, a writ of mandamus compelling the company to stop two fast mails or else furnish other equal facilities, is not an unreasonable burden on interstate commerce.

Congress alone has the power to regulate interstate commerce, Const., Art. I, Section 8, and when state legislation is in its essence and of necessity a regulation of interstate commerce, it is an encroachment upon the power of Congress over the subject, and is therefore void. *Cooley's Principles of Const. Law*, page 71. However, this must be distinguished from mere local aids for its improvement. *County Mobile v. Kimball*, 102 U. S. 691, 702. For, while a statute interfering with the mails of the U. S. has been considered not within reasonable police regulation and void; *Ill. Cen. R. R. v. Ill.*, 163 U. S. 142; yet a statute directing that passenger cars should be heated by stoves has been held to be a proper police regulation. *N. Y., N. H. and H. R. R. v. N. Y.*, 165 U. S. 628. And, although state regulations, if local in their nature and adapted to the locality, will not be considered void, *Cooley on Const. Law*, page 71, yet a state may not, under the cover of exerting its police powers, substantially prohibit or burden interstate or foreign commerce. *Ry. Co. v. Husen*, 95 U. S. 465. So while the cases seem to hold that local regulations are reasonable as long as they do not directly interfere with interstate commerce; whether the stopping of mail trains is such a regulation seems to be a matter of doubt.

REAL PROPERTY—TITLES BY POSSESSION—RIGHTS OF SQUATTERS.—LINK v. BLAND, 95 SOUTHWESTERN 1110 (TEX.).—*Held*, that a squatter may secure title to land after ten years' possession in spite of the fact that he took possession of the land without any claim of right and with the intention of holding the land if possible against all other claims. In this case the land belonged to a railroad company, and the claimant is given title to a quarter section which he cultivated and used as his homestead. The decision conforms to

previous decisions of the Texas court, and is made in spite of the statutory definition that adverse possession must be an actual and visible appropriation of the land, commenced and continued under a claim of right inconsistent with and hostile to the claim of another.

RESTRAINT OF TRADE—CONTRACT TO SECURE TRAFFIC—VALIDITY.—DELAWARE, L. & W. R. Co. v. KUTTER, 147 FED. 51. Defendant railroad company entered into a contract with plaintiff to build up, develop, and conduct the business of the transportation of milk on its lines of road. Plaintiff was to have full charge of such business and was to receive as a compensation a percentage of the freights earned thereon. *Held*, that such a contract was not void as being in restraint of trade nor contrary to the anti-trust act to protect trade and commerce against unlawful restraint and monopolies.

The contracts prohibited by the anti-trust act of July 2, 1890, are simply those void under common law. *U. S. v. Trans-Missouri Freight Asso.*, 58 Fed. 58. And at the present day the mere fact that a contract to some degree restricts trade is not sufficient to avoid it. *Central Shade Co. v. Cushman*, 143 Mass. 353; *Hubbard v. Miller*, 27 Mich. 15. In order to be illegal such contracts must involve an appreciable diminution of the number of the persons engaged in the trade or of the supply furnished. *Fowle v. Park*, 131 U. S. 88; *Diamond Match Co. v. Roeber*, 106 N.Y. 473. So that each particular case must rest upon its merits and all the surrounding circumstances must be considered in determining whether a contract will operate as a restraint injurious to the public. *Gibbs v. Consolidated Gas Co.*, 130 U. S. 396; *Oregon Steam Nav. Co. v. Winsor*, 20 Wall. 64.

REWARDS—OFFER AND ACCEPTANCE.—MCCLAUGHREY ET AL. v. KING, 147 FED. 463.—Where defendant as sheriff of a county, offered a reward "for the arrest of each of the parties convicted" of a certain bank robbery and murder, *Held*, that the reward was not accepted merely by the giving of information concerning the whereabouts of the suspect, who was already under arrest in another state, but could only be accepted by the party assuming the personal danger and responsibility of either actually arresting the suspect or causing some other person to arrest him. Hook, J., *dissenting*.

As a general rule it may be stated that one who offers a reward may annex such conditions as he chooses, and one claiming the reward must prove a compliance with them. *Amis v. Conner*, 43 Ark. 337. And it has been held that a reward offered for the apprehension and conviction of each of the perpetrators of a crime is not earned by one who merely informs the governor of the state that one such person is in the penitentiary of another state, and who, without risk, responsibility, or expense to himself appears as a witness at the trial. *Lovejoy v. A. T. and S. F. Ry Co.*, 53 Mo. App. 386. Nor is a reward offered for the capture of a thief earned by merely giving information to the sherriff which enables him to find and arrest him, *Everman v. Hyman*, 3 Ind. App., 459; and this, although the party giving the information went with sheriff as one of his posse, to make the capture. *Juniata Co. v. McDonald*, 122 Pa. St. 115.

SALES—CONVERSION OF GOODS BY CARRIER.—DUDLEY v. CHICAGO, MILWAUKEE & ST. P. RY. Co., 52 SOUTHEASTERN, 718—A quantity of apples was shipped with drafts on the buyer for their value according to a contract of sale attached to the bills of lading. On the arrival of the fruit at its destination the